

Crawford Co. Crawford Co. Highway & Eng. Employees 7/1/2004 6/30/2007

AGREEMENT

THIS AGREEMENT entered into this first day of July, 2004, by and between CRAWFORD COUNTY, IOWA, SECONDARY ROAD DEPARTMENT, hereinafter referred to as the "Employer", and CRAWFORD COUNTY HIGHWAY AND ENGINEERING BARGAINING UNIT, hereinafter called the "Bargaining Unit", represents the complete and final agreement on all bargainable issues between the Employer and the Bargaining Unit. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE 1
RECOGNITION

The Employer hereby recognizes the Bargaining Unit as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all employees of the Secondary Road Department of Crawford County, including but not limited to: Maintenance Employees I, II, III, and IV; Maintenance Laborers I, II and III; Mechanics; Rodman and Checker, as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 1485, dated August 16, 1979, and Mechanic I and II; Engineering Aide I and II; Assistant Party Chief and Inspector, Construction Employees I and II. The Iowa Public Employment Relations Board Order of Certification Case No. 1485, dated August 16, 1979, excludes all administrative assistants to the Crawford County Engineer, including office manager, secretary, clerk, maintenance foreman, bridge foreman, shop foreman and purchasing agent, equipment supervisor and master mechanic, all assistant engineers, assistant office engineer, party chief and draftsman, assistant design and construction engineer, bridge inspector and right of way assistant, draftsman and inspector, instrument man and inspector, and all employees excluded by the Act.

ARTICLE 2
SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 3
EMPLOYER RIGHTS

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty and right, including but not limited to: plan, direct and control the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend, or discharge employees; to develop and enforce rules for employees discipline; maintain the efficiency of governmental operations; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the Unit employees; to change or eliminate existing methods, equipment or facilities; determine and implement methods, means, assignments, and personnel by which the public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public Employer; initiate, prepare, certify and administer its budget; exercise all other powers and duties granted to the public Employer by law.

ARTICLE 4
BARGAINING UNIT RIGHTS AND RESPONSIBILITIES

The Bargaining Unit recognizes its responsibilities as the exclusive bargaining agent of the employees within the Bargaining Unit, and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost. The Bargaining Unit, therefore, agrees to cooperate in the attainment of the goals and agrees to the following, to-wit:

- (a) That it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- (b) That it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and
- (c) That it will earnestly strive to improve and strengthen good will between and among the County and its employees, the Bargaining Unit, and the public.

There shall be no discrimination by the Employer or the Bargaining Unit because of membership or non-membership in the Bargaining Unit. The parties will not discriminate against an employee because of an employee's support or non-support, or participation or non-participation in Bargaining Unit affairs and activities. The Bargaining Unit agrees that neither it nor any of its officers or agents will engage in any Bargaining Unit activity which will interrupt or interfere with the operations of the Employer.

The Employer agrees to furnish and maintain bulletin boards and portions of bulletin boards in convenient places at County shops, and at the County Engineer's Office, to be used by the Bargaining Unit. The Bargaining Unit shall limit its posting of notices and bulletins to such bulletin boards.

The Employer may permit a limited amount of legitimate Bargaining Unit activity by Bargaining Unit representatives, provided that such activity does not interfere with the performance of the job duties of any employee or cause any employee to be away from his/her assigned place of work, and provided further that work load requirements will not suffer as a result of such activity. The names of such authorized representatives shall be supplied to the Employer in writing and updated as changes occur.

The Employer agrees that if negotiation meetings are mutually agreed upon to take place during working hours, the Employer will allow two (2) employees, or more if mutually agreed upon, time off to attend such meetings without loss of pay.

The County Engineer and/or his representative will meet as needed, at times scheduled by mutual agreement, without loss of pay, with a committee of the employees selected by the Bargaining Unit for the purpose of discussing issues that would improve the relationship between the parties.

A Safety Committee of six (6) members shall be established and shall be comprised of one (1) member of the Board of Supervisors, the County Engineer, one (1) County Foreman, and three (3) employees of the Bargaining Unit – the latter employee members being taken, one (1) from each side of the County and one (1) member from the Bridge Crew. This Committee shall meet a minimum of four (4) times per year, preferably quarterly, to discuss suggestions and receive input on job safety of the County employees. The recommendations of said committee shall be referred to the Board of Supervisors.

ARTICLE 5
NO STRIKE – NO LOCKOUT

The Parties agree to faithfully abide by the applicable provisions of the Act. Neither the Bargaining Unit, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities as covered in Section 20.10 of the Act.

The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Bargaining Unit.

ARTICLE 6
GRIEVANCE PROCEDURE

Any dispute which may arise between the Employer and an employee regarding a violation, misapplication or misinterpretation of a specific provision of this Agreement, shall be adjusted in accordance with the following procedure.

Step 1. An employee and/or the employee representative shall present a complaint or problem in writing to their immediate supervisor or his/her designated representative within three (3) days following its occurrence.

Step 2. If the oral discussion fails to resolve the complaint or problem, the employee and/or the employee representative shall present a grievance in writing to the County Engineer's designated representative (foreman) within three (3) working days following the oral discussion. A copy of the grievance shall state the nature of the grievance, shall state clearly and concisely all facts which are the basis for the grievance, note the specific clause or clauses violated, shall state the remedy requested, and shall be dated and signed by the aggrieved employee. Within six (6) working days after the filing of the written grievance, the Employer will answer the grievance in writing.

Step 3. If the Employer's answer in Step 2 fails to resolve the grievance, the aggrieved employee and/or the employee representative shall refer the grievance to the County Engineer within three (3) days of the receipt of the Step 2 answer. A meeting shall be held between the grievant and the County Engineer or his designated representative, the County Engineer shall answer the grievance in writing within seven (7) working days.

Step 4. If the grievance is still unsettled, the grievant and/or the employee representative may, within five (5) days after the reply of the Employer, by written notice to the County Engineer, request arbitration.

After either party has notified the other of its referral of a case to arbitration, the parties will within ten (10) calendar days after receipt by either party of the notice of referral of a case to arbitration select an arbitrator or request in writing, the Iowa Public Employment Relations Board to furnish a suggested list of names of five (5) arbitrators from which the parties shall select one (1) arbitrator. Selection will be made by the parties alternatively eliminating names from the list with the party requesting arbitration striking first. The remaining name after the striking procedure will be the arbitrator. The decision of the arbitrator will be binding on both parties. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of the hearing.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue or issues submitted in writing by the parties and shall have no authority to make a decision on any other issue not so submitted.

The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement.

The failure of any employee to act on any grievance within the prescribed time limits will act as a bar to further appeal. All awards and settlements shall in no case be made retroactive beyond the date on which the grievance was first presented in written form as provided in Step 2 of the grievance procedure.

If the employee files any claim or complaint in any form other than under the grievance procedure of this Agreement, then the Employer shall not be required to process the same claim or set facts through the grievance procedure.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

ARTICLE 7 IMPASSE PROCEDURE

Mediation

If the parties fail to reach agreement on any item in the negotiations on or before October 15, either party may request mediation services from Hugh Perry, attorney, of Storm Lake, Iowa, or the Federal Mediation and Conciliation Service, or will continue to negotiate.

Fact Finding

If, by November 15, the parties have still not settled the Agreement, the parties may continue to negotiate, or either party may request the American Arbitration Association to furnish a list of seven (7) qualified, impartial and disinterested parties from the National Academy of Arbitrators for the purpose of selecting a fact finder. Said request shall be in writing, and a copy shall be served upon the Chief Negotiator of the other party.

Within three (3) days of the receipt of the list of neutrals, the parties shall meet to select a fact finder. The requesting party shall remove the first name from the list.

Five (5) days prior to the hearing, the parties shall meet to exchange final offers on all mandatory issues in dispute. Said offers shall be modified only upon agreement of the parties. The parties shall also exchange draft copies of the proposed collective bargaining agreement to the extent to which agreement has been reached.

The fees of the fact finder and expense of fact finding shall be borne in equal shares by the County and the Bargaining Unit. Each party shall be responsible for expenses they incur in the presentation of their case, including any lost wages of their own witnesses. However, the cost of transcripts, including the court reporter's fee, shall be borne by the requesting party without having to furnish a copy to the other party, unless the parties mutually agree to share the entire cost prior to adjournment of the fact finding hearing.

The fact finder shall consider those factors contained in Section 22.9 (a-d) of the Public Employment Relations Act.

The fact finder may hold a hearing and administer oaths, examine witnesses and documents, take testimony and receive evidence, issue subpoenas to compel the attendance of witnesses and the production of records. The fact finder may petition the District Court at the seat of government or of the County in which any hearing is being held to enforce the order compelling the attendance of witnesses and the production of records.

The fact finder shall make written findings or facts and recommendations for resolution of the dispute and shall serve such findings on the parties.

Arbitration

If, after January 5, the parties have still not settled the Agreement, the parties may continue to negotiate, or either party may request the American Arbitration Association to furnish a list of seven (7) qualified, impartial and disinterested parties from the National Academy of Arbitrators for the purpose of selecting an arbitrator. Said request shall be in writing, and a copy shall be served upon the Chief Negotiator of the other party.

Within three (3) days of the receipt of the list of arbitrators, the parties shall meet to select an arbitrator. The requesting party shall remove the first name from the list.

Five (5) days prior to the hearing, the parties shall meet to exchange final offers on all mandatory issues in dispute. Said offers shall be modified only upon agreement of the parties. The parties shall also exchange draft copies of the proposed collective bargaining agreement to the extent to which agreement has been reached.

The fees of the arbitrator and expense of arbitration shall be borne in equal shares by the County and the Bargaining Unit. Each party shall be responsible for expenses they incur in the presentation of their case, including any lost wages of their own witnesses. However, the costs of transcripts, including the court reporter's fee, shall be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost prior to adjournment of the arbitration hearing.

The arbitrator shall consider those factors contained in Section 22.9 (a-d) of the Public Employment Relations Act.

The arbitrator may hold hearings and administer oaths, examine witnesses and documents, take testimony and receive evidence, issue subpoenas to compel the attendance of witnesses and the production of records. The arbitrator may petition the District Court at the seat of government or of the County in which any hearing is being held to enforce the order compelling the attendance of witnesses and the production of records.

The arbitrator shall select within fifteen (15) days after the hearing, but not later than March 10, the most reasonable offer, in his/her judgment, of the final offers of either party on a subject category basis. The arbitrator's decision shall be binding on the parties.

ARTICLE 8

DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of a lawfully executed written authorization from an employee which may be revoked on thirty (30) days written notice to the Employer and the Bargaining Unit, the Employer agrees to deduct the regular monthly bargaining dues of such employee from his/her pay and remit such deduction to the official designated by the Bargaining Unit in writing to receive such deductions. The Bargaining Unit will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Bargaining Unit agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 9 HEALTH AND SAFETY

The Employer agrees to continue to make reasonable provisions for the health and safety of its employees during the hours of employment.

The Bargaining Unit and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling state and federal requirements relating thereto.

Equipment furnished by the Employer shall be used properly and the employee shall return to the Employer all equipment issued to the employee at such time as the employment is terminated.

If any employee is required to wear protective clothing, or any type of protective device as a condition of employment, such protective clothing, or protective device, shall be furnished to the employee by the Employer.

If the Employer requires an employee to obtain a physical examination, the cost of the examination shall be provided by the Employer.

Matters of employee safety in the performance of their jobs, procedures, and the operation of the Employer's equipment are proper subjects for discussion and action of the labor-management committee meetings.

A "Commercial Driver's License" as outlined by the Iowa Department of Transportation shall be required for all employees classified as Construction Employees I and II, Maintenance Employees, I, II, III and IV. Time off with pay shall be allowed to attend training sessions or classes to obtain this license. Crawford County shall pay for the costs of training or classes necessary to obtain this license. If the employee fails to obtain this license after two (2) attempts, the employee will have to take training or attend classes on his own time. Failure to obtain this license may result in a lowering of job classification or job termination. The employee shall be responsible for the license fee.

The employer will reimburse the employee up to \$100 annually toward the purchase of steel-toed work boots that are ANSI approved. It is mandatory that the steel-toed boots be worn at all time when on the job. Employee must present receipt showing total amount paid for boots and ANSI approval. Employee shall be reimbursed for actual amount paid for boots, not to exceed \$100.00 per fiscal year.

ARTICLE 10 HOURS OF WORK AND OVERTIME

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer. The biweekly pay period starts at 12:01 A.M. on Friday and ends at 12:00 Midnight the second following Thursday.

The normal work hours shall be from 7:00 A.M. to 3:30 P.M. and the normal workweek shall be Monday through Friday. An employee will be guaranteed thirty-two (32) hours per week, provided however, the employee will not be guaranteed thirty-two (32) hours if: (1) The employee is laid off; (2) Employee is on unpaid leave or has requested time off; (3) Employee is on

offered by the Employer. During the normal day, the Employer will grant: A one-half (1/2) hour unpaid lunch period, normally scheduled from 12:00 Noon to 12:30 P.M.; a fifteen (15) minute rest period in the morning; and one (1) fifteen (15) minute rest period in the afternoon. The prescribed times and arrangements for lunch and rest periods may vary. It is the intent of the Employer, that while employees shall be required to work Saturdays and Sundays when needed, as determined by the Employer, Saturday and Sunday will not become part of the normal workweek.

Overtime

Overtime shall be paid for at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for hours worked in excess of forty (40) hours in any workweek. Paid leaves shall not be counted as working time for the purpose of determining overtime without specific authorization from the Engineer. However, approved scheduled vacations, holidays and sick leave shall be counted as working time for the purpose of determining overtime. If an employee is called back to work, he will be entitled to at least two (2) hours of paid overtime, whether or not worked. Employees required to work past their normal quitting time will not be guaranteed any minimum of overtime.

ARTICLE 11 SENIORITY

Seniority means an employee's length of continuous full-time service with the Employer since their last date of hire.

A new employee shall serve a probationary period of one hundred eighty (180) days. Said probationary period may be extended upon mutual agreement between the employee and the Employer. Upon satisfactory completion of the probationary period, the employee will be placed on the seniority list and his/her seniority will be determined from their date of employment. Probationary employees may be terminated, demoted, laid off for any reason during their probationary period without recourse procedure. Probationary employees shall accrue other benefits as defined in this Agreement.

Temporary, part-time, and summer employees, those working one hundred twenty (120) workdays or less, shall not accumulate seniority nor shall they be entitled to any holiday, vacation, insurance benefits, or payments of other fringe benefits.

An employee shall lose his/her seniority and the employment relationship shall be broken and terminated as follows:

1. An employee quits.
2. An accepted employee resignation.
3. An employee absent from work for three (3) consecutive days without notification to the Employer.
4. Employee is terminated.
5. Falsification on employment application.
6. Engaging in other employment while on leave of absence or giving false reason for obtaining leave of absence.
7. Employee is laid off or fails to report to work within three (3) days after have been recalled.

8. Failure to report for work at the end of leave of absence.
9. An employee is absent from work for any reason for over twelve (12) months or for the period of time equal to his/her seniority, whichever is shorter.

As long as an individual is employed by the Employer, either in or out of the Bargaining Unit, his/her seniority continues to accumulate.

An employee on leave does not accumulate seniority.

The seniority list shall be revised to reflect the employee's status each year. The failure of an employee or the Bargaining Unit to protest the seniority listing within ten (10) workdays shall be considered to have confirmed the accuracy of the list.

If a vacancy occurs or a new job is created in the Bargaining Unit other than a temporary vacancy or job, or if a vacancy or new job is anticipated by the Employer, then within two (2) months of the vacancy or creation of a new job (other than an employee on injury or sick leave), the Employer shall post such job for a period of five (5) working days, during which time employees of the Unit may apply for the job. The application shall be in writing and submitted to the County Engineer's office.

In making the selection, the Employer shall consider the applicant's qualifications, ability to perform, and seniority. If qualifications and ability to perform are equal, the seniority shall govern. However, if in the event that the Employer determines no employee applicant is qualified for the job, the Employer reserves the right to select a person from outside the Unit. Senior employees not selected for a job given to a junior employee, or to a person from outside the Bargaining Unit, may request a written explanation.

It is the right of the Employer to determine when a job is vacant and when it will be filled.

A grievance alleging a violation of this Article may be commenced at Step 2 of the grievance procedure.

ARTICLE 12 LAYOFFS

When the work force is to be reduced, the Engineer will determine which employee(s) is (are) to be reduced. The employee removed can then replace the employee beginning with the least seniority in his/her job classification whose work he/she is qualified to perform. On recall from layoffs, employees will be returned to work in the reverse order in which they were laid off, if they are qualified to perform the work available. Probationary employees have no recall rights.

Employees to be recalled after being on Layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. It is the employee's responsibility to keep the Employer informed of their current address and phone number.

ARTICLE 13 LEAVES OF ABSENCE

Sick Leave

Regular full-time employees shall be granted sick leave, which can be accumulated up to a total of one hundred fifty (150) working days, as follows:

1. Sick leave to be eighteen (18) days after one (1) continuous year of employment and may accumulate at the rate of one and one-half (1.5) days per month, after this first year of employment, to a total of one hundred fifty (150) days. No employee shall be granted sick leave with pay in excess of the amount he/she has accumulated. No credit shall be given in advance of actual accrued sick leave earned. All sick leave will expire on the date of separation from employment except as hereinafter provided and no employee will be paid for unused sick leave at the time of separation except as provided for on retirement as cited herein. A medical doctor's written verification of illness may be required.
2. Sick leave is to be used for personal illness, medical, dental or optical examination of treatment. A doctor's certificate will be required if an employee is absent from his/her duties for more than two (2) consecutive days because of sickness. Five (5) days per year will be permitted without a doctor's certification or some other proof of illness or disability. In the event that suitable proof is not presented after the five (5) day limit, sick leave will be charged against vacation time, or if all vacation time has been used up, each day exceeding the limit will be deducted from the employee's paycheck.
3. Employees hired on a temporary basis shall not be granted sick leave with pay.
4. Sick leave will not be granted if an employee is injured while gainfully employed by a different employer, if the employee is covered by Worker's Compensation insurance by the second employer. Sick leave shall not be used against any on-the-job injury and shall be totally separate from the injury leave provided in this contract.
5. If an illness or off-the-job injury extends beyond an accumulated sick leave time, additional time will be charged against any vacation time earned. If the absence continues beyond the limit of accumulated sick leave and vacation time, the employee may be granted sick leave without pay or terminated. Officially designated holidays falling within the period of sick leave will not be charged against sick leave.
6. When the employee has accumulated ninety (90) days of sick leave, he/she will be permitted to use sick leave days earned in excess of this total in the following manner. For each annual period in which sick leave is earned but not used, he/she will be permitted to gain one (1) day of vacation in exchange for each five (5) days of total unused sick leave. For purposes of retirement, this exchange of one (1) day of vacation for each five (5) days of accumulated sick leave shall vest with the employee after ten (10) years of service with the Employer.
7. An employee is allowed to use up to two (2) days of accumulated sick leave per fiscal year to care for the regular full-time employee's child, spouse, parents, brother or sister.

Funeral Leave

In the event of death of a regular full-time employee's parents, spouse, child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, or grandchildren, said employee shall be granted up to three (3) days leave of absence with pay for attendance at the funeral and other related functions.

In the event of a death of a regular full-time employee's grandparents, brother-in-law, sister-in-law, uncle, aunt, niece or nephew, said employee shall be granted up to one (1) day leave of absence with pay for attendance at the funeral.

If an employee is required to serve as an active pallbearer and/or honor guard, he will be permitted to be absent from work without loss of pay for whatever time may be reasonable necessary to perform this duty, not to exceed one (1) day.

Military Leave

A full-time employee may be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29.A28 of the Code of Iowa, 1975.

The Employer recognizes an employee's re-employment rights in accordance with the Universal Military Training and Service Act.

Jury Duty

An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the Employer. When released from duty working hours, the employee will report to work immediately.

ARTICLE 14 HOLIDAYS

Regular full-time employees, except seasonal, probationary, temporary, and part-time employees, are eligible for the following paid holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, Martin Luther King Day, plus one (1) floating holiday or business day.

The regular full-time employees shall be paid for each of the holidays set forth in this article occurring during the period in which they are actively at work. An employee required to work on any recognized paid holiday shall be paid time and one-half (1 1/2) for all hours worked plus the paid holiday at the employee's straight time rate. Holiday pay will be at the employee's normal pay for the day or week for which he/she would have been scheduled to work. Scheduled vacation day shall be counted as a scheduled workday.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday. If the employee is absent on the last scheduled workday before of the first scheduled workday after the holiday as a result of personal illness or on-the-job injury, the employee shall be considered as having met these requirements. The employer may require such evidence as it deems necessary to establish bona fide absence so as to qualify for holiday pay.

An employee on layoff or leave of absence is not eligible for holiday pay.

A recognized paid holiday occurring on Saturday shall be observed on the Friday preceding and a holiday occurring on Sunday shall be observed on the following Monday.

ARTICLE 15 VACATION

All vacation time shall be computed upon the anniversary date of hire of the employee.

All regular full-time employees shall be entitled to vacation as follows:

1. After one (1) full year of continuous service – forty (40) hours vacation.
2. After two (2) full years of continuous service – eighty (80) hours vacation.
3. After eight (8) full years of continuous service – one hundred twenty (120) hours of vacation.
4. After eighteen (18) full years of continuous service – one hundred sixty (160) hours of vacation.

Forty (40) hours vacation time may be accumulated and carried forward to the next year.

An employee may not take pay in lieu of vacation time except upon separation from the County.

Two (2) weeks vacation will be the maximum time off allowed at one (1) period. Two (2) weeks will be the maximum time allowed during the summer construction season.

The scheduling of vacation leave is dependent upon the judgment and discretion of the County Engineer or his designee. Two (2) weeks notice for vacation will normally be required for a vacation of one (1) week or longer. Vacations will be granted on a first come, first served basis. When two (2) or more employees request vacation at the same time, seniority shall govern. The County Engineer may require the rescheduling of vacation leave when, in his judgment, it is necessary for the efficient operation of the department. Vacation time will normally be taken in weekly increments, but in no case less than one-half (1/2) day.

Upon resignation, layoff or termination from County service, an employee shall be paid for all unused vacation left at time of termination; however, employees who quit without a minimum of two (2) weeks advance notice to the Employer shall forfeit vacation pay.

Vacation pay will be at the employee's normal pay for the day or week for which he/she would have been regularly scheduled to work.

During the first anniversary year of employment, an employee is not eligible to earn pro rata vacation time and pay. During the subsequent anniversary employment years, a regular full-time employee can earn pro rata vacation time and pay based upon straight time hours worked if at least twelve hundred (1200) hours are worked. Paid leave time such as sick leave, vacation time and recognized holidays are not considered as time worked in computing pro rata vacation.

All employees who work eighteen hundred (1800) straight time hours in an anniversary year shall be entitled to one hundred percent (100%) of vacation time and pay.

ARTICLE 16 JOB CLASSIFICATION

If an employee is requested to work in a higher rated job classification for a period exceeding ten (10) consecutive working days, the employee shall receive at least the minimum hourly rate for the higher rated job classification beginning on the eleventh (11th) day that the employee so works, and shall be returned to the employee's regular rate of pay upon completion of the temporary assignment.

If an employee is requested to work in a higher rated job classification and remains in the new classification for a period a six (6) months, the employer agrees to provide a job review for the employee to determine 1) His primary duty (s) 2) The employee's handling of these new duties, and 3) Whether the employee will be reclassified to the job position. This job review will not be applicable to those employees who are within the probationary period.

ARTICLE 17
INSURANCE

The Employer shall provide the following programs for health insurance coverage:

Plan		7/1/04 - 12/31/04	1/1/05 - 6/30/06	7/1/06 - 6/30/07
Deductible				
	Single	\$750	\$750	\$1,000
	Family	\$1,500	\$1,500	\$2,000
Co-payment				
	Select	80%	80%	80%
	Non-Select	60%	60%	60%
Employee Co-payment				
	Select	20%	20%	20%
	Non-Select	40%	40%	40%
Out-of Packet Maximum				
	Single - Select	\$1,500	\$1,500	\$2,000
	Single - Non-Select	n/a	n/a	n/a
	Family - Select	\$3,000	\$3,000	\$4,000
	Family - Non-Select	n/a	n/a	n/a
Rx Drug Co-payment		\$5.00 Generic	\$10.00 Generic	\$10.00 Generic
		\$15.00 Name Brand	\$20.00 Name Brand	\$20.00 Name Brand
		\$25.00 Non Formulary	\$45.00 Non Formulary	\$45.00 Non Formulary
Rx Drug Deductible		\$50.00/\$100.00	\$50.00/\$100.00	\$50.00/\$100.00
Rx Drug - Out of Pocket				
	Single Maximum	\$1,000	\$1,000	\$1,000
	Family Maximum	\$2,000	\$2,000	\$2,000

The Employer shall pay 100% of the single and family health insurance premium through December 31, 2004. Effective January 1, 2005 the employer shall pay 100% of the single health insurance premium, and the Employee shall pay \$100.00 per month toward a family health insurance premium, with the balance of the family health insurance premium being paid by the Employer.

The Employer shall pay 100% of the premium for each eligible regular full-time employee toward a dental program of the Employer's choice.

The insurance programs referred to in this contract shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer.

Coverage for eligible employees is effective on the first of the month following the employment date.

The Employer shall pay 100% of the premium for each eligible regular full-time employee toward a term life insurance policy in the face amount of ten thousand dollars (\$10,000.00).

ARTICLE 18
LONGEVITY

All regular full-time employees shall be paid, in addition to their base or normal hourly rate, longevity pay commencing after the second year of employment. The rate of longevity pay as set out hereafter, will be considered as supplemental pay and as part of the regular hourly rate for computing overtime.

<u>Starting with the Beginning of the:</u>	<u>Amount</u>
1 st through the 2 nd year	None
3 rd through the 5 th year	\$0.05 per hour
6 th through the 9 th year	\$0.07 per hour
10 th through the 11 th year	\$0.12 per hour
12 th through the 14 th year	\$0.13 per hour
15 th through the 17 th year	\$0.14 per hour
18 th through the 19 th year	\$0.16 per hour
20 th through the 23 rd year	\$0.22 per hour
24 th through the 26 th year	\$0.23 per hour
27 th through the 29 th year	\$0.24 per hour
30 th year and over	\$0.25 per hour

The amounts indicated above are not cumulative.

ARTICLE 19
FINALITY AND EFFECT

This Agreement constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demand and proposals with respect to any subject not removed by applicable law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Bargaining Unit for the life of this Agreement, voluntarily and unqualifiedly waives any right which might otherwise exist to negotiate over any matter during the term of the Agreement, and agrees that the Employer shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 20
DURATION

THIS AGREEMENT constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

This Agreement shall remain in full force and effect from July 1, 2004, and shall continue in effect until Midnight on June 30, 2007, and shall automatically continue in effect from year to year thereafter unless either party gives the other party written notice of its desire to modify or terminate this Agreement on or before September 15, 2006.

Signed this 16th day of March, 2004.

EMPLOYER

SECONDARY ROAD DEPARTMENT,
CRAWFORD COUNTY, IOWA.

By: 

Paul J. Assman, P.E. & P.L.S.
Crawford County Engineer

By: 

Mark E. Segebart, Chairman
Crawford County Board of Supervisors


Derrick R. Franck

BARGAINING UNIT

CRAWFORD COUNTY HIGHWAY AND
ENGINEERING BARGAINING UNIT.

By: 

Employee Representative

By: 

Employee Representative


William W. Ranniger

JOB CLASSIFICATION AND HOURLY WAGE RATES

JOB CLASSIFICATION	Effective		
	7/1/04	7/1/05	7/1/06
Construction Employee I	\$15.82	\$16.29	\$16.78
Construction Employee II	\$15.57	\$16.04	\$16.52
Maintenance Employee I	\$15.32	\$15.78	\$16.25
Maintenance Employee II	\$15.11	\$15.56	\$16.03
Maintenance Employee III	\$14.31	\$14.74	\$15.18
Maintenance Employee IV	\$13.29	\$13.69	\$14.10
Maintenance Laborer I	\$12.91	\$13.30	\$13.70
Maintenance Laborer II	\$12.51	\$12.89	\$13.28
Mechanic I	\$16.82	\$17.32	\$17.84
Mechanic II	\$15.64	\$16.11	\$16.59
Engineering Aide I	\$14.99	\$15.44	\$15.90
Engineering Aide II	\$14.13	\$14.55	\$14.99
Assistant Party Chief and Inspector	\$15.46	\$15.92	\$16.40